

EXHIBIT B

1 THE HONORABLE MARSHA J. PECHMAN
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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON

10 NO. C09-0037 MJP
11 IN RE WASHINGTON MUTUAL
12 MORTGAGE BACKED SECURITIES
13 LITIGATION

14 [Consolidated with: Case No. C09-
15 0134MJP and Case No. C09-0137MJP]

16 **WAMU DEFENDANTS' RESPONSES
17 AND OBJECTIONS TO PLAINTIFFS'
18 FIRST SET OF INTERROGATORIES**

19 PROPOUNDING PARTY: PLAINTIFFS

20 RESPONDING PARTY: DEFENDANTS

21 SET NUMBER: ONE

22 Pursuant to Rule 33 of the Federal Rules of Civil Procedure, and consistent with the
23 limitations expressly contemplated by Rule 26, Defendants WaMu Asset Acceptance
24 Corporation ("WAAC"), WaMu Capital Corporation ("WCC"), David Beck, Diane Novak,
25 Rolland Jurgens and Richard Careaga ("Defendants") hereby object and respond to Lead
26 Plaintiffs' ("Plaintiffs") first set of interrogatories, dated July 5, 2011, as follows.

27 **I. PRELIMINARY STATEMENT**

28 These responses to the interrogatories are made solely for the purpose of this pending
action and are based solely on information presently known to Defendants. Defendants have not
fully completed the investigation of the facts relating to this case, have not fully completed their

1 discovery in this action and have not completed their preparation for trial. Further discovery,
2 independent investigation, legal research and analysis may supply additional facts, add meaning
3 to known facts and/or establish entirely new factual conclusions and legal contentions, all of
4 which may lead to additions to, changes to, changes in and variations from the present responses.
5 Therefore, these responses are made without prejudice to Defendants' right to produce, provide
6 or introduce at time of motion or trial such further responsive information and documents as may
7 be known to Defendants hereafter.

8 Each response is also subject to all appropriate objections (including, without limitation,
9 objections concerning competency, relevancy, materiality, propriety and admissibility) which
10 would require the exclusion of any statement contained herein were the interrogatory asked of, or
11 any statement contained herein made by, a witness present and testifying in court. All such
12 objections and grounds for objections involving or relating to the matters raised herein are
13 reserved and may be introduced at the time of trial or other hearing.

14 **II. GENERAL OBJECTIONS**

15 The following general objections ("General Objections") are incorporated by reference
16 into Defendants' response to each of the interrogatories, as if set forth in full:

17 1. Defendants object to each interrogatory to the extent that Plaintiffs'
18 instructions accompanying the Interrogatories purport to impose burdens on Defendants that are
19 inconsistent with, or not otherwise authorized by, the Federal Rules of Civil Procedure or the
20 Western District of Washington's Local Rules. Defendants shall construe and respond to the
21 interrogatories in a manner consistent with the Federal Rules of Civil Procedure and the Local
22 Rules, and not otherwise.

23 2. Defendants object to each interrogatory to the extent it seeks information
24 that is neither relevant to the claims or defenses at issue in the litigation nor reasonably
25 calculated to lead to the discovery of admissible evidence.

26 3. Defendants object to each interrogatory, and the definitions and
27 instructions preceding them, to the extent that they purport to require Defendant to provide
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1 information that is not within their present knowledge, or is not obtainable through reasonable
2 and good faith effort.

3 4. Defendants object to each interrogatory to the extent it seeks information
4 protected by the attorney-client privilege, work product doctrine or any other applicable privilege
5 or immunity, including the selective waiver doctrine. Such information will not be provided.

6 5. Defendants object to each interrogatory to the extent it seeks information
7 in contravention of any confidentiality agreement, or that would violate the privacy rights of
8 others or disclose the confidential information of individuals or other entities. Any such
9 information provided in response to any interrogatory will be produced in accordance with and
10 subject to the terms of the Stipulated Protective Order and the Stipulated Order Regarding
11 "Clawback" of Inadvertently Produced Documents (the "Protective Order").

12 6. Defendants object to each interrogatory to the extent it seeks the
13 production of documents that contain confidential or proprietary information, trade secrets or
14 other confidential research, development, sensitive financial or commercial information of
15 Defendants or third parties. To the extent such information might be produced pursuant to any
16 interrogatory, they will be produced in accordance with and subject to the terms of the Protective
17 Order.

18 7. Defendants object to each interrogatory to the extent it seeks information
19 that is privileged and subject to the protections applicable to a governmental investigation,
20 including, but not limited to, records or information related to the bank examination processes or
21 the supervision of defendants by a bank regulator (*see, e.g.*, 12 C.F.R. 510.5) or compiled for law
22 enforcement purposes.

23 8. Defendants object to each interrogatory to the extent it seeks information
24 that they are prohibited from disclosing under applicable bank regulations and statutes or other
25 applicable law.

26 9. The absence of a specific objection shall not be deemed to be an
27 acknowledgment that the subject matter of the interrogatory is relevant to the litigation.

28 10. Defendants object to the disclosure of any information falling within any

1 of the foregoing general objections, and in the event any information falling within one or more
2 such objections is disclosed in any of the following responses to the interrogatories, such
3 disclosure is inadvertent and shall not constitute a waiver of the objection.

4 11. Without waiving any of these General Objections, each of which is
5 expressly incorporated into each of Defendants' responses set forth below as if fully stated
6 therein, Defendants respond to each interrogatory subject to the following additional express
7 reservation of rights:

8 a. The right to object on any ground whatsoever to the admission
9 into evidence or other use of any of the documents produced in response to any interrogatory at
10 the trial of this matter, at any other proceeding in this matter or in any other action; and

11 b. The right to object on any ground whatsoever at any time to any
12 demand for further responses to any interrogatory or to any other discovery procedures involving
13 or relating to the subject matter of any interrogatory.

14 **III. OBJECTIONS TO DEFINITIONS**

15 Defendants object to the instructions and definitions that precede the requests for
16 production, on the grounds that, and to the extent to which, they make the requests overbroad,
17 vague, ambiguous, and incomprehensible and to the extent that they seek to impose on
18 Defendants obligations not contemplated by the Federal Rules of Civil Procedure or the Western
19 District of Washington Local Rules. Defendants will interpret the instructions and definitions to
20 be consistent with the Federal Rules of Civil Procedure or the Western District of Washington
21 Local Rules.

22 The following objections to instructions and definitions ("Objections to Definitions and
23 Instructions") are incorporated by reference into each of Defendants' responses to the requests,
24 as if set forth in full:

25 1. Defendants object to the definition of the terms "You" and Your" and
26 "Defendants" as referring to each of defendants in this action, as well as each of its "current or
27 former subsidiaries, divisions, subdivisions, offices, joint ventures, parents, affiliated persons,
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1 predecessors, and all present and former partners, directors, officers, employees, representatives,
2 agents, intermediaries, and other persons acting on behalf of any of the foregoing as defined
3 above and specifically includes any person who, directly or indirectly, owns or controls or who
4 has owned or controlled any Defendant" on the grounds that the definition is vague, ambiguous,
5 overly broad, and includes persons and entities of which Defendants may have no knowledge, or
6 impose duties to ascertain the identity, existence or relationships of or among any of the persons
7 or entities listed or defined.

8 2. Defendants object to the definition of the term "Certificates" in so far as
9 the list accompanying the definition omits at least two of the offerings that are in issue in this
10 action. To avoid excess effort and duplication, Defendants will interpret the word Certificates to
11 include the Certificates issued as part of the WaMu 2006-AR12 and WaMu 2006-AR18
12 transactions.

13 3. Defendants object to the definition of the term "Describe" as overbroad
14 and unduly burdensome and as requiring information that Defendants likely will not have in their
15 possession or information that is not attainable through reasonable means. To the extent
16 possible, Defendants will construe the term in this definition in accordance with its ordinary and
17 accepted meaning.

18 4. Defendants object to the definition of the term "Loans" or "Certificate
19 Collateral" as overbroad, unduly burdensome, vague and ambiguous. To the extent possible,
20 Defendants will construe the terms in this definition in accordance with their ordinary and
21 accepted meaning.

22 5. Defendants object to the definition of the term "Identify" (with respect to
23 persons and in other context) as overbroad and unduly burdensome and as requiring information
24 that Defendants likely will not have in their possession or information that is not attainable
25 through reasonable means. To the extent possible, Defendants will construe the term in this
26 definition in accordance with its ordinary and accepted meaning.

27 6. Defendants object to the definition of the term "Rating Agencies" as
28 overbroad, unduly burdensome, vague and ambiguous. To the extent possible, Defendants will

1 construe the term in this definition in accordance with its ordinary and accepted meaning.

2 7. Defendants object to the definition of the term "Servicer" as overbroad,
3 unduly burdensome, vague and ambiguous. To the extent possible, Defendants will construe the
4 term in this definition in accordance with its ordinary and accepted meaning.

5 8. Defendants object to the definition of the term "Trustee" as overbroad,
6 unduly burdensome, vague and ambiguous. To the extent possible, Defendants will construe the
7 term in this definition in accordance with its ordinary and accepted meaning.

8 9. Defendants object to the definition of the term "Working Party Lists" as
9 overbroad, unduly burdensome, vague and ambiguous. To the extent possible, Defendants will
10 construe the terms in this definition in accordance with its ordinary and accepted meaning.

11 **IV. OBJECTIONS TO INSTRUCTIONS**

12 1. Defendants object to Instruction 1 and all its subparts to the extent it seeks
13 to impose on Defendants discovery obligations exceeding or inconsistent with the Federal Rules
14 of Civil Procedure or the Western District of Washington Local Rules. Defendants also object to
15 the Instruction as overbroad and unduly burdensome and as requiring information that
16 Defendants likely will not have in their possession or information that is not attainable through
17 reasonable means.

18 2. Defendants object to Instructions 3, 5 and 6 to the extent they seek to
19 impose on Defendants discovery obligations exceeding or inconsistent with the Federal Rules of
20 Civil Procedure or the Western District of Washington Local Rules. Defendants also object to
21 the Instruction as overbroad and unduly burdensome and as requiring information that
22 Defendants likely will not have in their possession or information that is not attainable through
23 reasonable means.

24 **V. OBJECTIONS TO THE TIME PERIOD**

25 Defendants object to plaintiffs' proposed time period to the extent that it seeks
26 information from "January 1, 2005 to the present." A reasonable time period is October 1, 2005
27 through December 31, 2007 with regard to the interrogatories seeking information relating to the

1 claims and defenses in this action.

2 **VI. OBJECTIONS AND RESPONSES TO INTERROGATORIES**

3 **INTERROGATORY NO. 1:**

4 Identify and describe all assets that Defendants possess.

5 **RESPONSE TO INTERROGATORY NO. 1:**

6 Defendants incorporate herein each of the foregoing General Objections and Objections
7 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
8 on the ground that its use of the terms "assets" and "possess" render it vague, ambiguous, and
9 unintelligible and overbroad and unduly burdensome. Defendants further object to the
10 interrogatory on the grounds that information regarding Defendants assets is neither relevant to
11 the claims or defenses at issue in the litigation nor reasonably calculated to lead to the discovery
12 of admissible evidence. Without waiving these objections, Defendants WCC and WAAC will
13 produce copies of their balance sheets as of the July 2011 month end in response to this
14 interrogatory.

15 **INTERROGATORY NO. 2:**

16 Identify and describe the total amount that can be used to satisfy any claim concerning
17 the Certificates.

18 **RESPONSE TO INTERROGATORY NO. 2:**

19 Defendants incorporate herein each of the foregoing General Objections and Objections
20 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
21 on the ground that its use of the terms "total amount," "can be used" and "satisfy any claim
22 concerning the Certificates" render it vague, ambiguous, and unintelligible and overbroad and
23 unduly burdensome. Defendants further object to the interrogatory on the grounds that it calls
24 for a legal conclusion and for information that is neither relevant to the claims or defenses at
25 issue in the litigation nor reasonably calculated to lead to the discovery of admissible evidence.

26 **INTERROGATORY NO. 3:**

27 Identify all insurance policies and the amounts that remain in such policies that can be

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1 used to satisfy any judgment in this action.

2 **RESPONSE TO INTERROGATORY NO. 3:**

3 Defendants incorporate herein each of the foregoing General Objections and Objections
4 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
5 on the ground that its use of the terms "amount that remains in such policies" and "used to satisfy
6 any judgment" render it vague, ambiguous, and unintelligible and overbroad and unduly
7 burdensome. Defendants further object to the interrogatory on the grounds that it calls for
8 information that is neither relevant to the claims or defenses at issue in the litigation nor
9 reasonably calculated to lead to the discovery of admissible evidence. Without waiving the
10 foregoing objections and based on information available to them and their understanding of the
11 vague and ambiguous terms used in this request, Defendants respond as follows:

12 Defendants refer Plaintiffs to Defendants' production made on November 17, 2010,
13 November 29, 2010, and February 22, 2011, documents bates-labeled WAMUDEFS00000001-
14 583, 136488-136526, which are the insurance policies from 2007-2009 that Defendants believe
15 to be relevant.

16 **INTERROGATORY NO. 4:**

17 For each insurance policy identified in response to Interrogatory No. 3, please identify
18 any claim against any Person, regardless of whether they are a defendant in this action, for which
19 said insurance policies could be used to satisfy any judgment.

20 **RESPONSE TO INTERROGATORY NO. 4:**

21 Defendants incorporate herein each of the foregoing General Objections and Objections
22 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
23 on the ground that its use of the terms "claim against any Person" and "for which said insurance
24 policies could be used to satisfy any judgment" render it vague, ambiguous, and unintelligible
25 and overbroad and unduly burdensome. Defendants further object to the interrogatory on the
26 ground that the interrogatory seeks information that is neither relevant to the claims or defenses
27 at issue in the litigation nor reasonably calculated to lead to the discovery of admissible
28 evidence. Without waiving the foregoing objections and based on information available to them

1 and their understanding of the vague and ambiguous terms used in this request, Defendants
2 respond as follows:

3 In addition to the instant action, Defendants are aware of the following claims made
4 against one or more of them that might be covered under the insurance policies produced by
5 Defendants.

- 6 • *Allstate Bank v. JPMorgan Chase N.A. et al.*, Case No. 11-CV-01869-DAB
7 (S.D.N.Y.)
- 8 • *Cambridge Place Investment Mgmt. v. Morgan Stanley et al.*, Case No. 10-cv-
9 11376-NMG (D. Mass.)
- 10 • *Cambridge Place Investment Mgmt. v. Morgan Stanley et al.*, Case No. 11-0555
11 (Superior Court of Suffolk Co., MA)
- 12 • *Federal Home Loan Bank of Chicago v. Banc of America Securities*, Case No. 10-
13 2-36526+H2-5 SEA (Superior Court of King Co., WA)
- 14 • *Federal Home Loan Bank of Indianapolis v. Banc of America Mortgage Sec., Inc.*, Case No. 10-CV-01463 (S.D. In.)
- 15 • *Federal Home Loan Bank of San Francisco v. Deutsche Bank et al.*, Case No.
16 CGC-10-497839 (Superior Court of San Francisco, CA)
- 17 • *FHLB Boston v. Ally Financial, Inc.*, Case No. 11-1533 (Mass State)
- 18 • *Massachusetts Mutual Life Insurance Company v. JPMorgan Chase Bank N.A. et al.*, Case No. 3:11-cv-30094 (D. Mass)
- 19 • *Union Central Life Ins. Co. v. Credit Suisse First Boston Mortgage Secs. Corp.*,
20 Case No. 11-cv-2890 (S.D.N.Y.)

21 In addition, Defendants are aware of claims brought against former Washington Mutual
22 Bank officers and directors in the following actions:

- 23 • *In re Washington Mutual Inc., Securities Litigation*, Case No. 08-md-1919 (W.D.
24 Wash.)
- 25 • *Solton v. Killinger, et al.*, Case No. 09-CV-664 (W.D. Wash.), consolidated with
26 *City of San Buenaventura v. Killinger, et al.*, as *In re Washington Mutual Inc.*

1 *California Securities Litigation*, Lead Case No. C09-664 under *In re Washington*
2 *Mutual Inc. Securities, Derivative and ERISA Litigation*, No. 2:08-md-1919 MJP
3 (W.D. Wash.)

4 • *Sweet et al. v. Killinger, et al.*, Case No. 09-CV-1718 (W.D. Wash.), consolidated
5 with *In re Washington Mutual Inc. Securities Litigation*, No. 2:08-md-1919 MJP;
6 Lead Case No. C08-0387 (W.D. Wash.)
7 • *Flaherty & Crumrine Preferred Income Fund Inc., et al. v. Killinger, et al.*, Case
8 No. C09-1756 MJP (W.D. Wash.)
9 • *FDIC v. Killinger, et al.*, Case No. 11-459 (W.D. Wash.)

10 In addition, the National Credit Union Administration and Federal Housing Finance
11 Agency have issued subpoenas seeking documents relating to various offerings by entities
12 insured under these policies, and those investigations could, potentially, lead to additional
13 claims. Defendants believe there may be other claims that potentially implicate the policies, but
14 are without sufficient knowledge to provide information about such claims.

15 **INTERROGATORY NO. 5:**

16 Identify and describe all persons who are pursuing claims against Defendants concerning
17 any of the Certificates, including any certificates issued by WAAC and underwritten by WCC,
18 the amount sought by such claim(s), whether any monies have been paid for such claim(s), the
19 nature of such proceeding(s), that status of such proceeding(s).

20 **RESPONSE TO INTERROGATORY NO. 5:**

21 Defendants incorporate herein each of the foregoing General Objections and Objections
22 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
23 on the ground that its use of the terms “pursuing claims against Defendants” and “concerning
24 any of the Certificates, including any certificates issued by WAAC and underwritten by WCC”
25 render it vague, ambiguous, and unintelligible and overbroad and unduly burdensome.

26 Defendants further object to the interrogatory on the ground that its use of the term “Certificates”
27 in the interrogatory is inconsistent with the definition provided by Plaintiffs in its Definitions
28 section, and renders it vague, ambiguous, unintelligible and overbroad and unduly burdensome.

1 Defendants' response is limited to the offerings at issue in this action. Defendants further object
2 to the interrogatory on the ground that the information sought is publicly available. Defendants
3 further object to the interrogatory on the ground that the interrogatory seeks information that is
4 neither relevant to the claims or defenses at issue in the litigation nor reasonably calculated to
5 lead to the discovery of admissible evidence.

6 Without waiving the foregoing objections and based on information available to them and
7 their understanding of the vague and ambiguous terms used in this request, Defendants respond
8 as follows:

9 The Federal Home Loan Bank of Chicago, in *Federal Home Loan Bank of Chicago v.*
10 *Banc of America Securities*, Case No. 10-2-36526+H2-5 SEA (Superior Court of King Co.,
11 WA), is pursuing claims relating to a security issued in the WaMu 2006-AR12 offering. The
12 Court in that action recently denied defendants' motions to dismiss and the case is proceeding
13 with initial discovery. The Federal Home Loan Bank of Indianapolis, in *Federal Homes Loan*
14 *Bank of Indianapolis v. Banc of America Mortgage Securities, Inc., et al.*, Cause No. 1:10-cv-
15 1463-WTL-DML (S.D. Ind.), remanded to Cause No. 49D05-1010-PL-045071 (Marion Sup.
16 Ct.), is pursuing claims relating to a security issued in the WaMu 2007-HY1 offering.
17 Massachusetts Mutual Life Insurance Company, in *Massachusetts Mutual Life Insurance*
18 *Company v. JPMorgan Chase Bank N.A. et al.*, Case No. 3:11-cv-30094 (D. Mass), is pursuing
19 claims relating to a security issued in the WaMu 2006-AR7 offering.

20 **INTERROGATORY NO. 6:**

21 Identify all Persons with whom You discussed Your underwriting policies, procedures, or
22 standards relating to the Certificates during the time period of January 1, 2006 through

23 **RESPONSE TO INTERROGATORY NO. 6:**

24 Defendants incorporate herein each of the foregoing General Objections and Objections
25 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
26 on the ground that its use of the terms "discussed Your underwriting policies, procedures or
27 standards relating to the Certificates" render it vague, ambiguous, and unintelligible and
28 overbroad and unduly burdensome. Defendants further object to the interrogatory on the ground

1 that it is incomplete, and fails to provide a limitation as to time, and therefore, vague, ambiguous,
2 and unintelligible and overbroad and unduly burdensome. Defendants further object to the
3 interrogatory on the grounds that the interrogatory seeks a compilation of or analysis of millions
4 of pages of documents that have been or will be produced by Defendants and third parties in this
5 action, and is unduly burdensome and oppressive, and the burden of ascertaining the answer will
6 be substantially the same for either party. *See Fed. R. Civ. P. 33(d).* Without waiving the
7 foregoing objections and based on information available to them and their understanding of the
8 vague and ambiguous terms used in this request, Defendants respond as follows:

9 Defendants direct Plaintiffs to the productions made in this case, including the
10 approximately 1.7 million documents produced by third party JPMorgan Chase Bank, N.A., as
11 well as the 70,000 documents produced by Defendants. Due to the sweeping nature of the
12 interrogatory, Defendants are unable to provide further detail regarding which documents might
13 enable Plaintiffs to locate and identify documents with the specific information requested.

14 **INTERROGATORY NO. 7:**

15 Identify each Person who purchased any of the Certificates during the Relevant Time
16 Period.

17 **RESPONSE TO INTERROGATORY NO. 7:**

18 Defendants incorporate herein each of the foregoing General Objections and Objections
19 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
20 on the ground that terms “purchased any of the Certificates” and “during the Relevant Time
21 Period” render it vague, ambiguous, and unintelligible and overbroad and unduly burdensome.
22 Without waiving the foregoing objections and based on information available to them and their
23 understanding of the vague and ambiguous terms used in this request, Defendants respond as
24 follows:

25 Defendants direct Plaintiffs to the trading records (bates no. WAMUDEFS000136527),
26 produced to Plaintiffs on March 1, 2011. These records contain the identities of persons that
27 traded in the Certificates through WCC, and other relevant information regarding the trades.
28 Defendants also direct Plaintiffs to the trading records produced by third parties in response to

1 Plaintiffs' subpoenas containing information regarding transactions in the Certificates conducted
2 through those third parties.

3 **INTERROGATORY NO. 8:**

4 Identify any Putback that has been requested or occurred concerning any of the
5 Certificates or any certificates issued by WAAC and underwritten by WCC.

6 **RESPONSE TO INTERROGATORY NO. 8:**

7 Defendants incorporate herein each of the foregoing General Objections and Objections
8 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
9 on the ground that terms "Putbacks that has been requested or occurred" and "concerning any of
10 the Certificates or any certificates issued by WAAC and underwritten by WCC" render it vague,
11 ambiguous, and unintelligible and overbroad and unduly burdensome. Defendants further object
12 to the interrogatory on the ground that its use of the term "Certificates" in the interrogatory is
13 inconsistent with the definition provided by Plaintiffs in its Definitions section, and renders it
14 vague, ambiguous, unintelligible and overbroad and unduly burdensome. Defendants' response
15 is limited to the offerings at issue in this action. Defendants further object to the interrogatory on
16 the ground that the interrogatory seeks information that is neither relevant to the claims or
17 defenses at issue in the litigation nor reasonably calculated to lead to the discovery of admissible
18 evidence. Defendants further object to the interrogatory on the ground that the interrogatory
19 seeks information that is not in Defendants' possession.

20 Without waiving the foregoing objections and based on information available to them and
21 their understanding of the vague and ambiguous terms used in this request, Defendants respond
22 as follows:

23 Defendants are not aware of repurchase demands that were made upon Defendants.
24 Defendants believe that repurchase demands, if any, were made directly upon the servicer,
25 Washington Mutual Bank, or, following the placement of Washington Mutual Bank into FDIC
26 receivership and the sale of certain Washington Mutual Bank assets and liabilities, to JPMorgan
27 Chase Bank, N.A.

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1 **INTERROGATORY NO. 9:**

2 For each of the Certificates, please identify and describe the due diligence You undertook
3 to ensure that the Loans met Your underwriting policies, procedures, and standards, including all
4 steps taken by You and on Your behalf, the work performed, and the identity of any documents
5 reflecting such due diligence.

6 **RESPONSE TO INTERROGATORY NO. 9:**

7 Defendants incorporate herein each of the foregoing General Objections and Objections
8 to Definitions, Instructions and the Time Period. Defendants further object to the interrogatory
9 on the ground that terms "due diligence" and "undertook" and "to ensure that the Loans met
10 Your underwriting policies, procedures, and standards" and "all steps taken...the work
11 performed...reflecting such due diligence" render it vague, ambiguous, and unintelligible and
12 overbroad and unduly burdensome. Defendants further object on the ground that the term "Your
13 underwriting" is vague, ambiguous and unintelligible in that none of the Defendants is a loan
14 originator and, therefore, none of them has underwriting policies or guidelines. Defendants
15 further object to the interrogatory on the grounds that the interrogatory is unduly burdensome
16 and oppressive. Without waiving the foregoing objections and based on information available to
17 them and their understanding of the vague and ambiguous terms used in this request, Defendants
18 respond as follows.

19 The loans underlying the six offerings at issue were originated by Washington Mutual
20 Bank ("WMB"). Once a loan population was identified for securitization from the WMB-
21 originated loans, WCC engaged a third party due diligence vendor, which, in the case of the six
22 offerings at issue, was the Capital Group. The Capital Group conducted underwriting due
23 diligence on a sample of the loans in the initial loan population, then provided a report.
24 Defendants direct Plaintiffs to the Capital Group's final due diligence reports, (bates nos. WCC
25 02703796- 02703800 [2006-AR7], 02716449- 02716453 [2006-AR12], 02700619- 02700623
26 [2006-AR16], 02700614-02700618 [2006-AR17], 02675175- 02675179 [2006-AR18],
27 02703817- 02703821 [2007-HY1]), which were produced to Plaintiffs on August 8, 2011, which
28 lists the loans that were reviewed by the Capital Group, the results of the vendor's due diligence,

1 and other relevant information regarding the loans.

2
3 DATED: August 8, 2011

4 BINGHAM McCUTCHEN LLP	HILLIS CLARK MARTIN & PETERSON
5 By: 	
6 John D. Pernick (<i>Pro Hac Vice</i>) David M. Balabanian (<i>Pro Hac Vice</i>) Jee Young You (<i>Pro Hac Vice</i>) Frank Busch (<i>Pro Hac Vice</i>) Three Embarcadero Center San Francisco, CA 94111-4067 Tel: (415) 393-2544 Fax: (415) 262-9203 Email: david.balabanian@bingham.com john.pernick@bingham.com jee.young.you@bingham.com frank.busch@bingham.com	Louis D. Peterson, WSBA #5776 Brian C. Free, WSBA #35788 1221 Second Ave, Suite 500 Seattle, WA 98101-2925 Tel: (206) 470-7646 Fax: (206) 623-7789 Email: bcf@hcmp.com ldp@hcmp.com
7 8 9 10 11 12	<i>Counsel for Defendants WaMu Asset Acceptance Corporation, WaMu Capital Corporation, David Beck, Diane Novak, Rolland Jurgens and Richard Careaga</i>
13 - and - Susan L. Hoffman (<i>Pro Hac Vice</i>) 355 South Grand Avenue, Suite 4400 Los Angeles, CA 90071-3106 Tel: (213) 680-6454 Fax: (213) 680-6499 Email: susan.hoffman@bingham.com - and - Theo J. Robins (<i>Pro Hac Vice</i>) Bingham McCutchen LLP 399 Park Avenue, New York, NY 10022-4689 Tel: (212) 705-7000 Fax: (212) 702-3680 Email: theo.robins@bingham.com	

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CERTIFICATE OF SERVICE

I am over 18 years of age, not a party to this action and employed in the County
of San Francisco, California at Three Embarcadero Center, San Francisco, California 94111-
4067. I am readily familiar with this law firm's practice for collection and processing of
correspondence for mailing with the United States Postal Service. Correspondence is deposited
with the United States Postal Service the same day it is left for collection and processing in the
ordinary course of business.

8 Today I served the foregoing **WAMU DEFENDANTS' RESPONSES AND**
9 **OBJECTIONS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES** by causing a true
10 and correct copy of the above to be placed in the United States Mail at San Francisco, California
11 in sealed envelope(s) with postage prepaid, addressed as follows:

12 Kim D. Stephens
13 Janissa A. Strabuk
14 Nancy A. Pacharzina
TOUSLEY BRAIN STEPHENS PLLC
1700 Seventh Avenue, Suite 2200
15 Seattle, Washington 98101

Arthur L. Shingler III
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16 Joel P. Laitman
17 Christopher Lometti
18 Daniel B. Rehns
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Suite 500, West Tower
Washington, D.C. 20005

21 Joseph P. Guglielmo
22 SCOTT+SCOTT LLP
23 500 Fifth Avenue, 40th Floor
24 New York, NY 10110

24 I declare that I am employed in the office of a member of the bar of this court at
25 whose direction the service was made and that this declaration was executed on August 8, 2011.

James Lee

Anna Lee